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Collective Bargaining Agreements

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1-1-1939

## S. Rosenberg and Credit Salesmen and Outside Collectors Union, United Retail and Wholesale Employees of America, Local 117, CIO (1939)

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## **S. Rosenberg and Credit Salesmen and Outside Collectors Union, United Retail and Wholesale Employees of America, Local 117, CIO (1939)**

### **Location**

Philadelphia, PA

### **Effective Date**

1-1-1939

### **Expiration Date**

11-27-1940

### **Employer**

S. Rosenberg

### **Union**

Credit Salesmen and Outside Collectors Union, United Retail and Wholesale Employees of America

### **Union Local**

117

### **NAICS**

44

### **Sector**

Private

### **Item ID**

6178-009b131f042\_01

### **Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### **Comments**

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THIS AGREEMENT, made and concluded this                      day of  
1936, by and between the CREDIT SALESMEN AND OUTSIDE COLLECTORS UNION,  
LOCAL #117 of the UNITED RETAIL AND WHOLESALE EMPLOYEES OF AMERICA,  
AFFILIATED WITH THE C.I.O. acting for and on behalf of those of its  
members who now are and in the future may be employed by S. ROSENBERG,  
as party of the first part (hereinafter referred to as UNION) and  
S. ROSENBERG, as party of the second part (hereinafter referred to  
as EMPLOYER).

WITNESSETH.

WHEREAS, the EMPLOYER is engaged in the business of selling  
furniture and general merchandise on the installment plan and for  
cash; and

WHEREAS, the UNION is an organization whose members are employed  
by persons, firms and corporations engaged in the business of selling  
furniture, and general merchandise on the installment plan and for cash;  
and

WHEREAS, the parties hereto desire to cooperate in an effort to  
establish just and equitable terms and conditions of employment, and to  
provide methods for fair and peaceful adjustment of all disputes that  
may arise between them,

NOW, THEREFORE, THE PARTIES HERETO HAVE AGREED TO AS FOLLOWS:

1. UNION SHOP.

(a). The UNION agrees that its members who are now employed, or who  
may hereafter be employed by the EMPLOYER, will work for the EMPLOYER  
upon the terms and conditions set forth in this agreement.

(b). The EMPLOYER agrees to recognize the UNION as the sole and exclusive  
representative of his employees, and as their agent and spokesman in all  
negotiations between the parties, and in all disputes that may arise between  
the EMPLOYER and his employees with respect to terms and conditions of  
employment.

(c). The EMPLOYER agrees that he will employ and retain in his employment  
only members in good standing of the UNION to perform the work for him.

(d). Any new employee employed by the EMPLOYER shall become a member  
of the UNION within two weeks from the date of their employment, and shall  
thereafter not be retained in the EMPLOYER'S service unless he be and remain

a member in good standing of the UNION.

11. NEGOTIATIONS & ADJUSTMENT OF DISPUTES.

(a). In case of any dispute between the parties hereto or between any member of the UNION and the EMPLOYER, the same shall in the first instance be taken up for adjustment between the Shop Committee and the duly designated executive officer of the EMPLOYER. Should they be unable to reach an agreement, the matter shall immediately be referred for adjustment to the duly designated officer or agent of the UNION and the aforesaid executive officer of the EMPLOYER. Should they be unable to reach an agreement, the matter shall immediately be referred to an Arbitration Board consisting of one (1) member selected by the EMPLOYER and one (1) member selected by the UNION. Should the said Board of Arbitration fail to reach an unanimous decision within three (3) days from the submission of the dispute to the said Board, then the Board shall immediately select a third member or umpire. Should the members of the Board be unable to agree upon an umpire within six (6) days from the submission of the dispute to the Board, then the members, or either of them, shall apply to any Secretary of Labor, Commonwealth of Penna. to select such umpire. The Board shall thereafter by a majority vote render its decision in writing within seven (7) days from the selection of the said umpire; said decision to be final and binding upon the parties.

111. DISPUTES - ARBITRATION.

(a). The EMPLOYER agrees that he will not discharge any member of the UNION except for good and sufficient cause. In the event the UNION and the EMPLOYER shall disagree as to the existence of proper cause for the discharge of any employee, the matter shall be arbitrated in the manner provided herein for the arbitration of other disputes between the EMPLOYER and the UNION. Selling or collecting of accounts for other firms or himself shall be considered good and sufficient cause for the dismissal of an employee. It is agreed that the arbitration shall render their decision in any dispute concerning a discharge within forty-eight (48) hours after the submission of the matter to them.

(b). In no event shall any employee be laid off or discharged except upon two (2) weeks notice of the EMPLOYER'S intention to do so. Such notice, however, shall not be necessary when the dismissal is because of dishonesty.

(c). Employees shall give the firm two (2) weeks notice of their intention to leave the firm's employ.

IV. SALARY & COMMISSION: SALESMEN-COLLECTORS.

(a). EMPLOYER agrees to pay salesman-collectors collecting One Hundred and Thirty (\$130.00) dollars a week a salary of \$27.00 a week, and such commissions on sales and collections as he was paying prior to the date of this agreement.

(b). The salary of Twenty-Seven (\$27.00) dollars a week for salesman-collectors shall vary in the following manner:

1. Ten percent (10%) on every dollar (\$1.00) collected over One Hundred and Thirty (\$130.00) dollars a week shall be added to the basic salary, i.e. twenty-eight (\$28.00) dollars for One Hundred and Forty (\$140.00) dollars a week; twenty-nine dollars and fifty cents (\$29.50) for One Hundred and Fifty-five (\$155.00) dollars a week.
2. Ten percent (10%) on every dollar (\$1.00) collected under One Hundred and Thirty (\$130.00) dollars a week, shall be deducted from the basic salary, i.e. twenty-six dollars (\$26.00) for One Hundred and Twenty dollars (\$120.00) a week.

(c). The above salary includes the car allowance to salesman-collectors for the use of their cars on the job.

1. The EMPLOYER shall provide insurance for cars of salesman-collectors while these are used on the job.

V. SALARY - COMMISSION: CANVASSER-SALESMEN.

SALARY:

The EMPLOYER agrees to pay Canvasser-Salesmen who are working on a salary basis a weekly salary of Twenty-Five (\$25.00) dollars plus transportation expenses on the job.

COMMISSION:

(a). The EMPLOYER agrees to pay canvasser-salesmen who are working on a commission basis a guaranteed minimum of Twenty (\$20.00) dollars a week, plus transportation expenses. He also agrees to employ these canvasser-salesmen by the week and their commissions shall be calculated on a monthly basis. This minimum shall be Fifteen (\$15.00) dollars for a period of one month for canvasser-salesmen new in the business.



(b). Canvasser-Salesmen shall not be charged for reverts after deposit and first collection payment have been made.

OTHER TERMS OF EMPLOYMENT:

(a). Canvasser-Salesmen employed for four consecutive weeks shall receive one week's notice of dismissal; those employed for twelve (12) consecutive weeks shall receive two week's notice of dismissal. Canvasser-Salesmen shall give similar notice to the firm of their intention to leave its employ.

(b). Canvasser-Salesmen shall be granted vacations and sick-leave with pay as provided for salesman-collector; these to be granted proportionately to length of employment. Pay for holidays shall be granted as they occur.

VI. MISCELLANEOUS.

(a). The terms of employment for classifications not mentioned above shall be determined as the occasion arises.

VII. VACATIONS - HOLIDAYS - SICK-LEAVE.

(a). Every employee to whom this agreement applies shall be granted, during the summer months, a vacation of one (1) week, and for that week shall receive his regular salary.

(b). No employee shall be required to work on the following holidays, for which he shall be paid; New Year's Day, Decoration Day, Fourth of July, Labor Day, Hebrew New Year (one day), Hebrew Day of Atonement, Christmas Day, and Thanksgiving Day.

(c). Every employee shall be paid for all time lost from work due to illness, not exceeding fourteen (14) days in any one year.

VIII. RELATIONS BETWEEN EMPLOYER & UNION.

(a). The EMPLOYER agrees that they will not enter into any agreement, understanding or contract with any individual employee or group of employees falling within classification contemplated by this agreement affecting the terms and conditions of such employee's employment or relationship to the EMPLOYER, or in any way modifying the terms of this agreement; and that all contracts of such nature heretofore existing are hereby mutually agreed to be and are terminated and declared null and void.

(b). Officials and representatives of the UNION shall have free access to the EMPLOYER'S place of business outside of regular business hours for the purpose of receiving complaints, adjusting disputes and investigating the

EMPLOYER'S compliance with the terms of this agreement, providing that it does not interfere with regular routine of business.

(c). It is agreed that all of the terms, stipulations and agreements contained in this contract shall be legally binding for a period of one (1) year from the date of the execution hereof, not only upon the present signatories, but upon their heirs, executors, administrators, assigns and successors.

(d). Unless either party shall have given notice in writing to the other at least thirty (30) days before the expiration of the term of this agreement, or of any extension thereof, of an intention to change any or all of the terms of the agreement, then all of its terms and stipulations shall continue in full force and effect for an additional period of one (1) year from the date of the expiration of the term or of any extension thereof. Should either party give notice as aforesaid to the other of an intention to change any of the terms of this agreement upon expiration of the term or any extension of the term thereof, then within five (5) days from the said notice,

the EMPLOYER and the representative of the UNION shall meet to discuss, negotiate and agree upon such changes. If no agreement as to said changes is arrived at before the expiration of the term of any extension of the term of this agreement, then the whole of the agreement shall be considered terminated and null and void upon the expiration of the then current term or extension of the term of the agreement, unless mutually extended in writing by the parties hereto.

IN WITNESS WHEREOF, THE UNION has caused these presents to be executed in its name and stead by its president, attested by its secretary, and its seal to be hereunto affixed; the EMPLOYER has hereunto set his hand and seal; and all on the day and year first above written.

Signed, Sealed and  
Delivered in the  
Presence of:

CREDIT SALESMEN & OUTSIDE COLLECTORS UNION,  
LOCAL #117 of the

UNITED RETAIL & WHOLESALE EMPLOYEES OF AMERICA.  
C.I.O.

BY: \_\_\_\_\_ (SEAL).  
President.

ATTEST:  
BY: \_\_\_\_\_ (SEAL).  
Secretary.

S. ROSENBERG.  
BY: \_\_\_\_\_ (SEAL).

U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

*Retail #117*  
*Philadelphia, Pa.*  
*11-27-40.*

UNION AGREEMENTS

November 22, 1939

Secretary of  
Int'l Retail & Wholesale Employees' Union #117  
715 Pine Street  
Philadelphia, Pa.

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records and shall appreciate your cooperation in sending us copies of them, together with the information requested below.

If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the materials only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

Enc.

*Isador Lubin*  
Commissioner of Labor Statistics.

Name of company or employers' association signing the agreement \_\_\_\_\_

(If more than one employer, please list on reverse side)

Number of companies covered by agreement \_\_\_\_\_

Number of union members working under terms of agreement \_\_\_\_\_

Number of nonmembers working under terms of agreement \_\_\_\_\_

Branch of trade covered \_\_\_\_\_

Date signed \_\_\_\_\_ Date of expiration \_\_\_\_\_

Please check here if you wish the agreement returned \_\_\_\_\_

(Name of person furnishing information)

(Address)



# United Credit Store Employees Union

LOCAL NO. 117

715 PINE STREET



PHILADELPHIA, PA.

JOSEPH GOLDBERG, Pres.

Bell Phone, LOMbard 8476

GEORGE STEELE, Business Agent



November 24, 1939

U. S. Dept. of Labor  
Bureau of Labor Statistics  
Washington, D. C.

ATT'N: Isadore Lubin

Gentlemen:

Enclosed is a copy of an agreement negotiated by our union. It is typical of all our agreements differing from the others only in minor details of pay and commission.

We have about thirty agreements with firms in our field. The average number of employees in a firm is eight. You may keep the enclosed agreement.

Very truly yours,

George Steele  
George Steele, Organizer